AMENDMENT OF SOLICITATION/MODIFICATION		ON OF CONTRACT	1. Contract ID Code Firm-Fixed-Price		Page 1 Of 3		
2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purchase Req	l .	5. Project No. (If applicable)		
04	2003DEC10	SEE SCHEDULE					
6. Issued By	Code W52H09	7. Administered By (If other	than Item 6)	1	Code S1103A		
TACOM-ROCK ISLAND		DCMA ATLANTA					
AMSTA-LC-CTC-B CINDY WAGONER (309)782-0246		805 WALKER STREET SUITE 1 MARIETTA GA 30060-2789					
ROCK ISLAND IL 61299-7630							
EMAIL: WAGONERC@RIA.ARMY.MIL							
EMAID. WAGONEKCEKIA.AKMI.MID		SCD C	PAS NONE	ADP P	Г НQ0338		
8. Name And Address Of Contractor (No., Stre	et, City, County, State and	d Zip Code)	9A. Amendme	nt Of Solicitation	No.		
KIPPER TOOL COMPANY							
870 GROVE STREET GAINESVILLE, GA. 30501-4475			9B. Dated (See	e Item 11)			
			10A Modifica	tion Of Contract/	Order No		
		X			Oruci No.		
TYPE BUSINESS: Other Small Business		DAAE20-03-D-0046/0001 10B. Dated (See Item 13)					
Code 00NS2 Facility Code			2003FEB07	ee item 13)			
	HIS ITEM ONLY APPLI	ES TO AMENDMENTS OF SO	OLICITATION	NS			
The above numbered solicitation is amend	ed as set forth in item 14.	The hour and date specified fo	or receipt of Of	fers			
is extended, is not extended.							
Offers must acknowledge receipt of this ame							
(a) By completing items 8 and 15, and return offer submitted; or (c) By separate letter or to							
ACKNOWLEDGMENT TO BE RECEIVED	AT THE PLACE DESIG	GNATED FOR THE RECEIPT	OF OFFERS	PRIOR TO THE	HOUR AND DATE		
SPECIFIED MAY RESULT IN REJECTIO change may be made by telegram or letter, p							
opening hour and date specified.				,			
12. Accounting And Appropriation Data (If required NO CHANGE TO OBLIGATION DATA	(uired)						
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS							
KIND MOD CODE: G It Modifies The Contract/Order No. As Described In Item 14.							
A. This Change Order is Issued Pursual		The Changes Set Forth In Item 14 Are Made In					
The Contract/Order No. In Item 10A. B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.)							
Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b). C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: MUTUAL AGREEMENT							
D. Other (Specify type of modification a	nd authority)						
E. IMPORTANT: Contractor is not, is required to sign this document and return copies to the Issuing Office. 14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
SEE SECOND PAGE FOR DESCRIPTION							
Except as provided herein, all terms and condit	ions of the document refe	renced in item 9A or 10A, as he	eretofore chang	ed, remains unch	anged and in full force		
and effect. 15A. Name And Title Of Signer (Type or print) 16A. Name And Title Of Contracting Officer (Type or print)					nrint)		
CEAN HA			TLEBEN				
15D Contractor/Off	150 D-4 01 1	HARTLEBENC@RIA.AR		782-3429	16C Data Stand		
15B. Contractor/Offeror	15C. Date Signed	16B. United States Of	America		16C. Date Signed		
(6)	-	By	/SIGNED/	> PP* \	2003DEC10		
(Signature of person authorized to sign)		(Signature o	f Contracting (Jiticer)	1		

CONTINUATION SHEET	Reference No. of Document Being	Page 2 of 3
	PHN/SHN DAAE20-03-D-0046/0001	MOD/AMD 04

Name of Offeror or Contractor: KIPPER TOOL COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

- 1. THE PURPOSE OF THIS MODIFICATION IS TO REVISE THE WARRANTY CLAUSE FOUND IN SECTION I ON THIS LONG TERM IDIQ.
- 2. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A 005 ***

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-D-0046/0001

MOD/AMD 04

Page 3 of 3

Name of Offeror or Contractor: KIPPER TOOL COMPANY

SECTION I - CONTRACT CLAUSES

I-94 Warranty. Tailored to read as follows:

(1) WARRANTY:

- (a) Lifetime Warranty: In accordance with the items identified as requiring a lifetime warranty in the Description for Purchase (DFP) for the Explosive Ordnance Disposal Tool Kit, the contractor shall provide a lifetime warranty to replace any tool that does not conform to requirements set forth in the DFP. The warranty period shall start from the day that the item is first delivered and accepted by the Government.
- (b) Other Warranty: As described in the Description for Purchase for the Explosive Ordnance Disposal Tool Kit, the contractor shall provide the identified warranty to replace any component that does not conform to requirements set forth in the DFPs within the limitations of the manufacturer's warranty. The warranty period shall start from the day that the item is first delivered and accepted by the Government.

(c) Warranty Administration:

- (i) From the Date the contractor receives a request for warranty replacement(s) from the procuring contracting office, the contractor shall have 10 working days for CONUS and 20 working days for OCONUS to deliver a replacement tool and/or tool chest into the hands of the customer. The cost of shipping replacement tools and/or tool chest shall be the responsibility of the contractor.
- (ii) If the contractor challenges the validity of a claim, it must notify the Procuring Contracting Officer (PCO) within 2 working days of receipt of request for warranty replacements from the PCO or his/her representative. Defective component(s) will only be returned at the request of the contractor. The cost of shipping the defective component(s) will be the responsibility of the Government. The contractor has 2 working days after receipt of the components to issue replacements or notify the Government that it disputes the PCO's determination that the claim is valid.
- (iii) The contractor shall communicate to the product users the identity of warranted items. Also, the contractor shall communicate to the product users the following procedures for submitting warranty claims:
- (a) Preferred method is via the internet at: http://aeps.ria.army.mil. Click on "Accept", then click on "Submit Quality Deficiency Reports" and follow the instructions to complete the form.
- (b) Alternate methods are via email to: QAWQDRS@RIA.ARMY.MIL or via fax to 309-782-6653 or DSN 793-6653.
- (iv) The contractor shall have a communication system for replacement of non-warranty items using the fastest means available (e.g. email, phone, internet, fax, etc.). The communications system shall work for CONUS customers and for OCONUS customers.
- (2) LIMITATION OF LIABILITY: Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (3) DISPUTES. The rights and remedies of the Government provided in this clause are in addition to, and do not limit, any rights the Government may have under any other clause of the contract. Disputes arising under this clause will be resolved in accordance with the clause of this contract entitled "Disputes".
- (4) REPLACED OR REPAIRED COMPONENTS. Any components corrected or furnished in replacement shall also be subject to the conditions of this clause to the same extent as supplies initially accepted. The warranties, with respect to these components shall expire at the same time as the warranty for the components they replace.
- (5) DELAYS. In no event shall the Government be responsible for any extension or delays in scheduled deliveries under this contract as a result of contractor's obligations to correct defects, nor shall there be any adjustment for delivery schedule as a result of correction of defects.